

(Desktop and Mini-Tower Computers/ Monitors)

One Year Limited Warranty Best Buy Stores For Century City and Bravo Series Machines

IMPORTANT

THIS AGREEMENT CONTAINS THE LIMITED WARRANTY AND CERTAIN ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO YOUR PURCHASE OF DESKTOP AND MINI-TOWER COMPUTERS AND RELATED PRODUCTS FROM AST COMPUTERS, LLC ("AST" or "AST COMPUTERS"). THE TERM "PRODUCT" MEANS AST-BRANDED HARDWARE DESCRIBED IN YOUR PURCHASE RECEIPT OR INVOICE. THE TERM "PRODUCT" DOES NOT INCLUDE SOFTWARE, NON-AST-BRANDED EXTERNAL HARDWARE PERIPHERALS SUCH AS JOYSTICKS, PRINTERS, SCANNERS, ETC., AND THEIR RELATED DOCUMENTATION (COLLECTIVELY "ACCESSORIES"). PLEASE BE CERTAIN TO READ THE INDIVIDUAL WARRANTIES FOR ACCESSORIES CONTAINED IN THE SHIPPING CARTONS. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT APPLIES TO THE PURCHASE OF YOUR PRODUCT AND ACCESSORIES.

Limited Warranty for AST Desktop and Mini-Tower Computers (and Monitors)

AST Computers warrants this AST desktop or mini-tower computer, excluding the monitor, against defects in material and workmanship under normal use for a period of one (1) year commencing on the date of original purchase and ending on the first anniversary of the date of purchase ("the warranty period"). AST Computers warrants its monitors against defects in material and workmanship under normal use for a period of one (1) year commencing on the date of original purchase and ending on the first anniversary of the date of purchase. AST has defined a computer system as being "Year 2000 compliant" if (i) the BIOS supports millennium (8 digit) date format (mm/dd/yyyy); (ii) the BIOS clock will automatically roll over to the year 2000 at midnight on December 31, 1999; and (iii) the year 2000 is properly recognized and treated as a leap year. Using this definition, AST further warrants that this desktop or minitower computer is Year 2000 compliant (i.e., the BIOS supports millennium date format, the BIOS clock will automatically roll over to the year 2000 at midnight on December 31, 1999 and will properly recognize and treat the year 2000 as a leap year). AST will treat any product failure in this regard as a defect in material and workmanship under this limited warranty, subject to all of the terms, conditions, limitations and exclusions set forth herein., All other warranties, conditions and remedies, express or implied, relating to year 2000 readiness or compliance are disclaimed. This limited warranty covering Year 2000

compliance extends only to hardware and BIOS. AST makes no warranty whatsoever as to the year 2000 compliance status of any application software, operating system, or peripheral accompanying and/or later installed on any AST system since AST does not control the design of these products. AST makes no representations or warranties concerning AST computer configurations that are in any way altered or modified in terms of their date-recognition functionality after any such system physically leaves AST's facilities. In the event of a hardware defect covered under the terms of this limited warranty, AST Computers or Best Buy Stores ("Best Buy") as an AST authorized third party service provider will have the option of replacing any defective hardware part or product (including the monitor) with a functionally equivalent new, used, or reconditioned part or product that is in good working order. All replacement or exchanged parts or products are warranted for the remainder of the original, warranty period. Such services shall be the consumer's sole and exclusive remedy. All exchanged parts or products replaced under this limited warranty will become the property of AST Computers or Best Buy as AST's authorized service provider. This limited warranty does not cover software products, technical assistance for hardware or software usage, consumable items such as batteries and the like, or hardware parts or products purchased from anyone other than AST Computers. Rather, the limited warranty covers only hardware defects with AST hardware parts or products during the period of the limited warranty. Warranty and support for all third-party software applications and third party hardware shall be provided, if at all, by their respective companies. For more information, please refer to the software license agreements or hardware warranty documentation, if any, which are included with the respective software and hardware products. Nonetheless, during the first 30 days after purchase of your computer, AST Customer Support will assist you, on a non fee basis, with respect to matters involving software drivers and factory pre-installed software products loaded onto the hard drive of your system, if those matters are directly related to whether or not the computer is functioning properly. This non fee-based support does not include training on how to use your software. Training on software products will be available on a fee basis only.

AST COMPUTERS MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty does not cover the repair or replacement of any hardware part or product that is malfunctioning due to accidents such as dropping and the like, negligence, misuse, abuse, theft, vandalism, fire, earthquakes, water, spilled liquids, immersion in liquids, lightning, or other peril or other damages caused by any natural disaster. This warranty also does not cover any

product on which the serial number has been defaced, modified or removed, or damage caused by failure to provide a suitable installation environment for the hardware product, such as inappropriate electrical power, temperature or humidity; damage caused by unauthorized repairs (repairs performed by anyone other than an authorized service provider) or improper maintenance, damage caused by modifications or alterations of the hardware product or damage caused by third party peripherals. Consumers are cautioned that product performance is affected by system configuration, software, the application, customer data, and operator control of the system.

You, and not AST Computers, are responsible for the selection, use and results obtained from the product. AST Computers does not warrant uninterrupted or error-free operation of this hardware product nor does it warrant that any product that you purchase will meet your individual requirements. Please refer to the AST Computers license agreement included with your computer for software warranties and software technical support information. Warranty coverage and technical support options vary for software products. The sole remedy under this limited warranty shall be repair or replacement of defective part(s) as provided above. AST Computers' liability for failure to conform to the requirements of this warranty after a reasonable number of attempts will be limited to a replacement of the hardware system or, if AST Computers is unable to provide replacement and repair is not commercially practicable or cannot be timely made, providing a refund not to exceed the purchase price of the hardware system. These remedies are your exclusive remedies for breach of warranty.

UNDER NO CIRCUMSTANCES SHALL AST COMPUTERS BE LIABLE IN ANY WAY TO THE END-USER OR ANY THIRD PARTY FOR ANY DAMAGES IN CONNECTION WITH THE SALE, PURCHASE OR USE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE OF THE HARDWARE PRODUCT OR ANY ASSOCIATED PERIPHERALS, COST OF REPLACEMENT PRODUCT, DOWN-TIME, CHARGES FOR YOUR TIME AND EFFORT, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE, EVEN IF AST COMPUTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If service is required, in the United States or Canada, please call AST Customer Support at 888-855-7909 (7 days a week). Please have the following required information ready when making your call: hardware product model number; serial number, and date of purchase. The computer or monitor product model number and serial number may be found on a label located on the hardware product. If the AST technician determines that you have a hardware defect which cannot be resolved over the telephone, then the AST technician will, at the technician's option, either arrange for the

exchange of defective end user replaceable parts with functioning parts or replace the product with a functionally equivalent new, used or reconditioned product that is in good working order and/or provide you with information on the process to ship or carry-in the defective hardware product to a Best Buy service center.

You will not be charged for replacement parts or products or for labor costs during your one-year warranty period. If, after discussing your problem, the AST technician determines that the problem is not the result of a hardware defect, then fee-based technical support may be available to assist you. If it is necessary to ship a defective item to AST or an AST Authorized Service Provider, the defective item must be securely packaged (original boxes are suggested) and insured for return shipment. You agree to pay shipping costs and to insure and accept all liability for loss of or damage to the hardware product. AST Computers will not be responsible for damage due to incorrectly packaged hardware products. A copy of your dated sales slip, the hardware product serial number, and a detailed description of the problem you are experiencing must be included in the package.

AST Computers' mailing address for warranty matters in the United States and Canada is 2029 Century Park East, 14th Floor, Los Angeles, California, Attention Warranty Department.

IMPORTANT

Critical components. AST's Products are not authorized for use as critical components in life support devices or systems without the express prior written approval of the Chief Executive Officer of AST. Life-support devices or systems are those that are intended to support or sustain life and whose failure to perform can be reasonably expected to result in a significant injury to the user. Critical components are those where failure to perform can be reasonably expected to cause failure of a life support device or system or affect its safety or effectiveness.

All components not originally installed by AST Computers or any unauthorized upgrade products (upgrade products other than AST Computers factory authorized parts) must be removed from the system before AST Computers authorized service providers will perform service. Neither AST Computers nor its authorized service providers are responsible for non-AST Computers components or unauthorized products that have been left in the unit. Such components include, but are not limited to, upgrade processors, additional memory, expansion cards and various component upgrades. Throughout the Warranty period, service for end-user replaceable items may be provided on an exchange basis, by mail during the warranty period. End-user replaceable items include, but are not limited to, keyboards, pointing devices, removable drives, removable LCD panels, in-warranty batteries, other expendable items, AC adapters, speakers and monitors. Replacement components or systems will only be shipped to you after the non-functioning components or systems have been returned to AST Computers. Alternately, you may secure the return of the non-functioning components or systems with a credit card at the

time of the call. It is your financial responsibility to return non-functioning components or systems. If they are not returned within the times specified in AST Computers' exchange policy your credit card will be charged. Repairs on systems may result in the need to reformat the hard disk drive. Reformatting the hard disk permanently removes any files or software programs installed there. Therefore, any original data is not retrievable. If your computer is functioning, before shipping it to an authorized service provider, you are strongly advised to copy or backup all data on your hard disk drive.

NEITHER AST COMPUTERS NOR ITS SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY LOSS OR DESTRUCTION OF DATA OR MEDIA RESULTING FROM SERVICES PERFORMED HEREUNDER.

This limited warranty is valid only for hardware products that have been purchased in the United States of America and Canada. Service options may vary between the two countries and therefore warranty service can only be provided in the country of original purchase. Hardware products taken outside of the United States of America or Canada must be returned to the country of original purchase to receive the services described herein. Hardware warranties are extended only to the original owner or original leaseholder. Dispute Resolution and Applicable Law. Any dispute, controversy, or claim arising out of this Limited Warranty, its interpretation, or the breach, termination or validity thereof, or any related purchase shall be resolved exclusively and finally by arbitration administered by the American Arbitration Association (AAA) under its rules (www.adr.org). You may file for arbitration at any AAA location in the United States upon the payment of \$100 of any applicable filing fee. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between you and AST Computers. The arbitration shall be held in any mutually agreed upon location in person, by telephone, or online. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction. The arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages, or attorneys' fees and each party irrevocably waives any such right to recover such damages. The parties will share the costs of the arbitration, (including the arbitrator's fees, if any) in the proportion that the final award bears to the amount of the initial claim. You agree to comply with all applicable laws and regulations of the various states and of the United States. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the state of California without reference to its choice of law principles. To the extent any dispute is not resolved as indicated above, the parties agree not to commence or prosecute any suit or claim to enforce this agreement or otherwise arising under or by reason of this Agreement, other than in the Federal and State courts of competent jurisdiction in the State of California, Los Angeles County. This limited warranty shall not be applicable to the extent that any provision of this limited warranty is prohibited by any Federal, State, Provincial or Municipal law that cannot be preempted. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province. The terms and

conditions for obtaining service during the period of this limited warranty are subject to change by AST Computers without notice. In addition, the terms and conditions covering services offered by or through AST Computers outside the warranty period or during the warranty period for matters not covered by the limited warranty (such as technical assistance for hardware usage, software issues and "how-to" questions) and the fees charged for such services, are subject to change by AST Computers without notice. The availability of toll-free telephone lines during or after the warranty period, the types of services AST Computers may offer from time to time to its customers and the days and hours of operation during which AST Computers' technical support and customer service operations will be available, are all subject to change, without notice, at AST Computers' discretion.